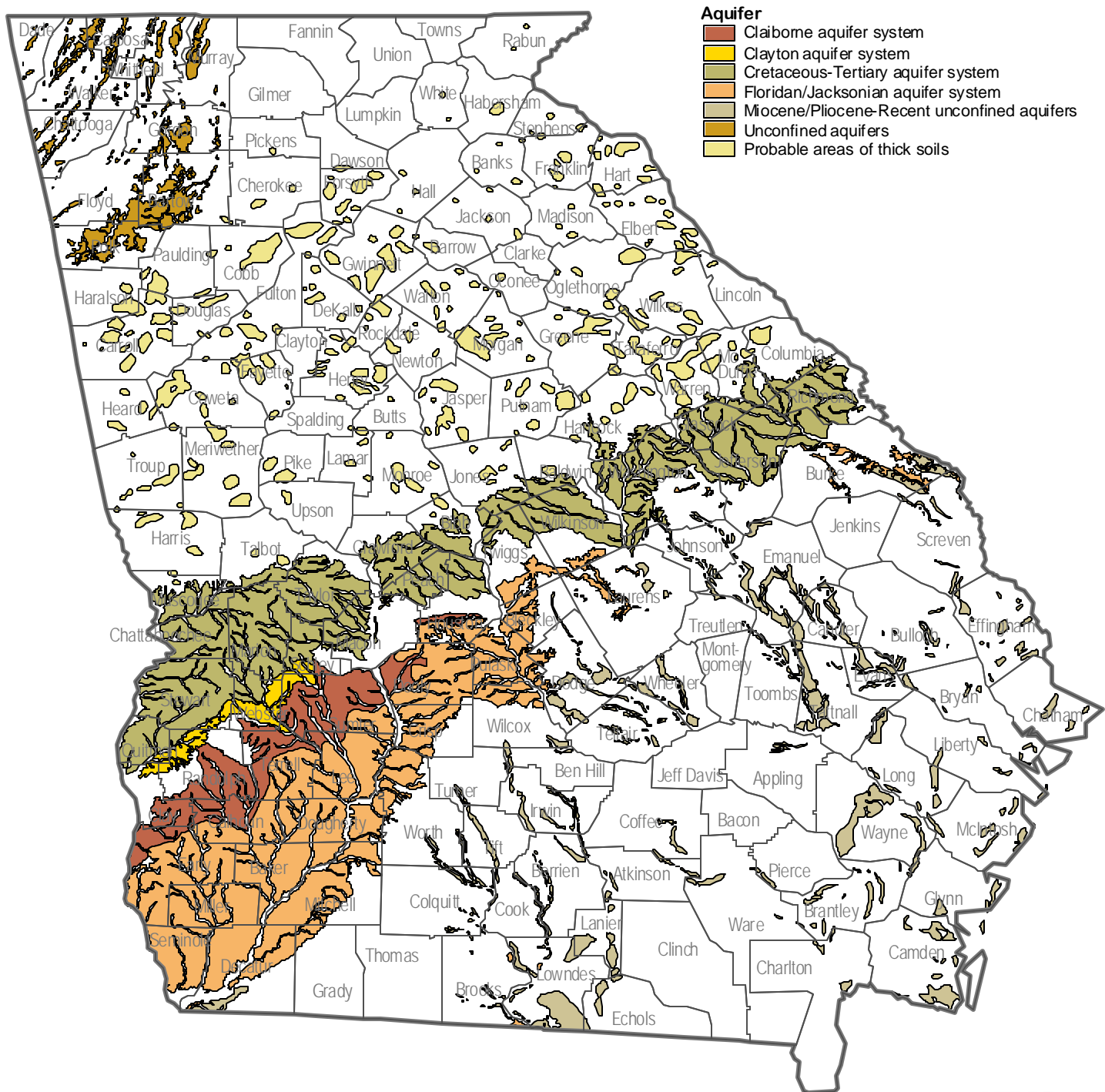


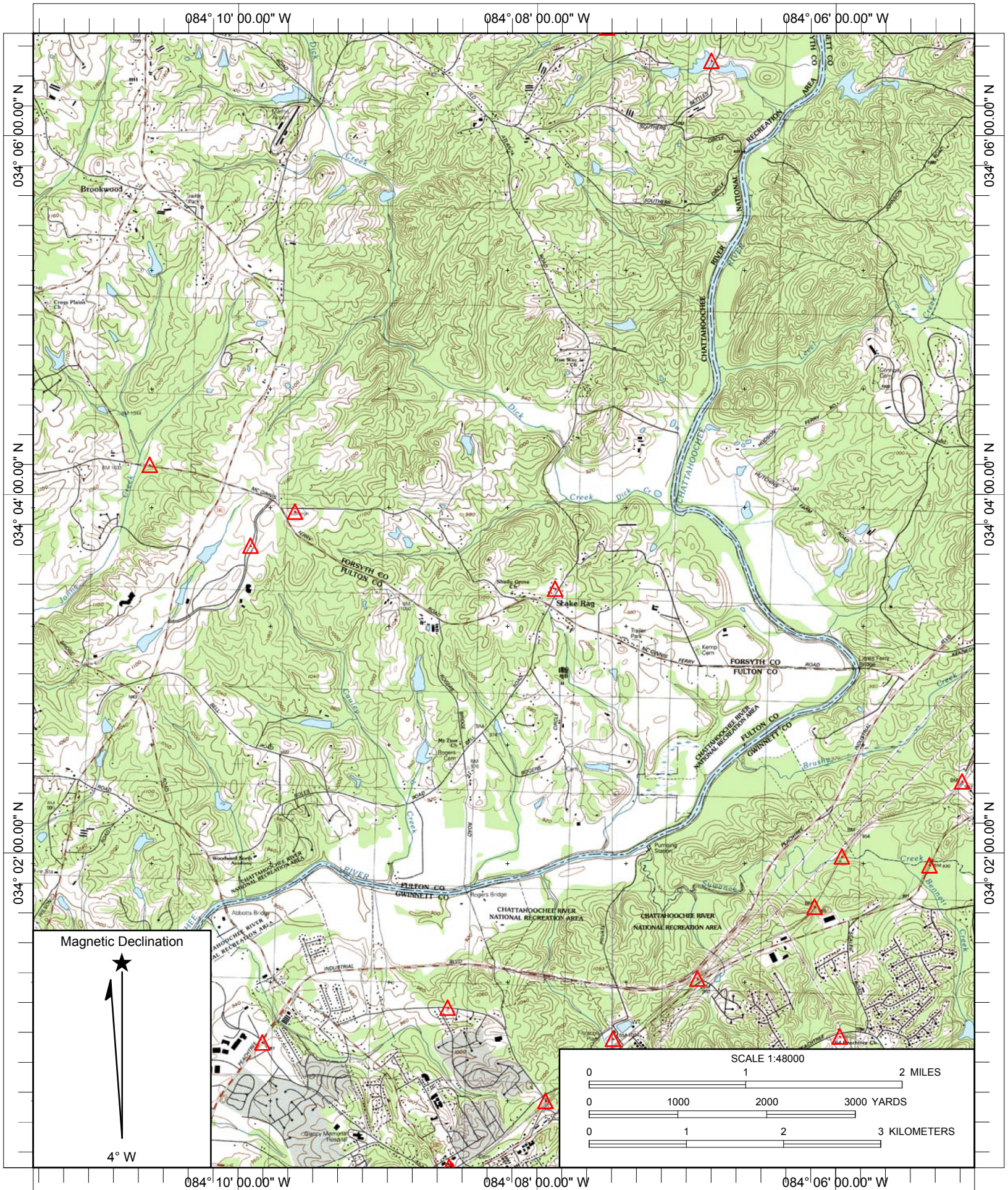
# Georgia's Groundwater Recharge Areas



**Data Source: Georgia Geologic Survey**  
**Produced by the Georgia Department of Community Affairs**







Name: DULUTH  
Date: 6/6/2008  
Scale: 1 inch equals 4000 feet

Location: 034° 03' 24.57" N 084° 08' 13.46" W NAD 27  
Caption: City of Johns Creek





**LEGEND OF CULTURAL RESOURCES**

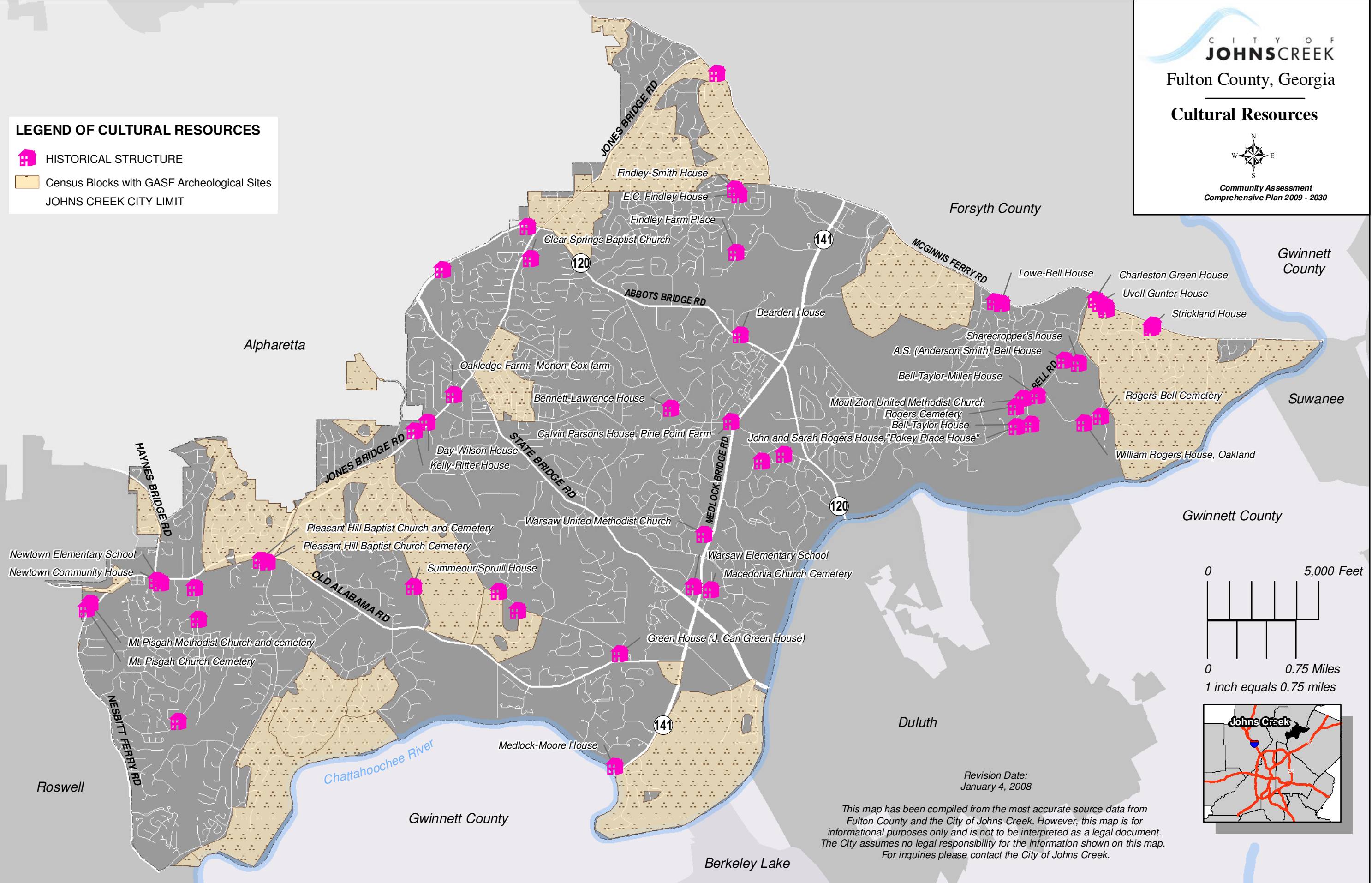


HISTORICAL STRUCTURE

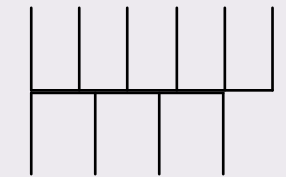


Census Blocks with GASF Archeological Sites

JOHNS CREEK CITY LIMIT

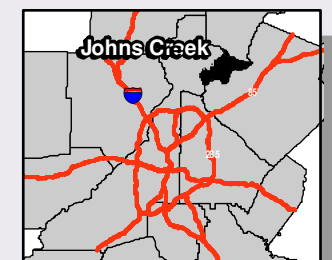


0 5,000 Feet



0 0.75 Miles

1 inch equals 0.75 miles



Revision Date:  
January 4, 2008

This map has been compiled from the most accurate source data from Fulton County and the City of Johns Creek. However, this map is for informational purposes only and is not to be interpreted as a legal document. The City assumes no legal responsibility for the information shown on this map. For inquiries please contact the City of Johns Creek.

## DEFINITIONS

The following definitions are based upon those contained in the Minimum Planning Standards and Procedures for Solid Waste Management.

1. Comprehensive Plan - The City of Johns Creek Comprehensive Plan, prepared pursuant to the Minimum Planning Standards and Procedures for Comprehensive Planning established by the Georgia Department of Community Affairs (DCA) in accordance with the O.C.G.A. 50-8-7.1 (b) and 50-8-7.2.
2. Comprehensive Solid Waste Management Plan - The City of Johns Creek Solid Waste Management Plan, prepared pursuant to the Minimum Planning Standards and Procedures for Solid Waste Management established by the Georgia Department of Community Affairs (DCA) in accordance with the O.C.G.A. 12-8-31.1
3. Composting - The controlled biological decomposition of organic matter into a stable, odor-free humus.
4. DCA - The Georgia Department of Community Affairs.
5. DNR - The Georgia Department of Natural Resources.
6. EPD - The Georgia Environmental Protection Division.
7. Full-Cost Report - The use of an accounting system that isolates, and then consolidates for reporting purposes, the direct and indirect costs that relate to the operation of the solid waste management system.
8. Georgia Comprehensive Solid Waste Management Act of 1990 - Establishes the statutory authority for local governments to develop solid waste management plans. The Act also requires local governments to report annually to DCA and to the public the amount of solid waste generated and the cost of disposing of that waste. (O.C.G.A. 12-8-20 *et seq*)
9. Governing Body - The Mayor and City Council of the City of Johns Creek.
10. Green Waste – Biodegradable waste that can be comprised of yard, garden, or park waste, such as grass, flower cuttings, and hedge trimmings.
11. Household Hazardous Waste - Unwanted household products that are labeled as flammable, toxic, corrosive, or reactive.
12. Implementation Strategy - The narrative and year-specific description that each county and municipality must submit as an element of a comprehensive solid waste management plan. An implementation strategy describes how each

local government intends to implement its comprehensive solid waste management plan through a ten-year period, including a listing of public actions to be undertaken by the community toward implementation of the comprehensive solid waste management plan and the related costs of such actions.

13. Local Government - Any county, municipality, or other political subdivision of the state.

14. Minimum Planning Standards and Procedures - The minimum planning standards and procedures, including the minimum elements which shall be addressed and included for preparation of local and regional comprehensive solid waste management plans, for implementation of local comprehensive solid waste management plans, and participation in the coordinated and comprehensive planning process.

15. Mulch - A byproduct typically comprised of materials from land clearing and yard trimmings that have been size-reduced by grinding, chipping, or shredding and used on top of the soil to retain moisture around vegetation or for aesthetic purposes.

16. Municipal Solid Waste - Any solid waste derived from households, including garbage, trash, and sanitary waste in septic tanks and solid waste from single-family and multi-family residences, hotels and motels, campgrounds, picnic grounds, and day use recreation areas. The term includes yard trimmings and commercial solid waste but does not include recovered materials, or solid waste from mining, agricultural, or silvicultural operations or industrial processes or operations.

17. Municipality - Any municipal corporation of the state and any consolidated city-county government of the state.

18. Plan Amendment - A significant action by a local government to change its currently approved solid waste management plan. Amendments shall be deemed necessary when the local government feels conditions have changed dramatically so as to alter the basic tenets of its approved solid waste plan.

19. Plan Approval - The certification conferred by the Georgia Department of Community Affairs (DCA) acknowledging that a local government has prepared, submitted to the regional development center for review, and has received written approval from DCA that their plan, plan amendment, or short-term work program update meets the minimum planning standards and procedures and may be adopted.

20. Preferred Hauler - A registered solid waste and recyclable material collection vendor or vendors selected by the City of Johns Creek through a public, competitive proposal process to provide collection of solid waste and

recyclable materials. Preferred haulers contracting with the City of Johns Creek must meet required service standards, performance and rate control measures, and reporting requirements.

21. Recovered Materials - Those materials which have known use, reuse, or recycling potential; can be feasibly used , reused, or recycled; and have been diverted or removed from the solid waste stream for sale, use, reuse, or recycling, whether or not requiring subsequent separation and processing.

22. Recycling - Any process by which materials that would otherwise become solid waste are collected , separated, or processed and reused or returned to use in the form of raw materials or products.

23. Regional Development Center - A Regional Development Center established under O.C.G.A. 50-8-32. The Atlanta Regional Commission.

24. Short Term Work Program - That portion of the Implementation Strategy that lists the specific actions to be undertaken annually by the local government over the upcoming five years to implement the approved comprehensive solid waste management plan.

25. Solid Waste - Any garbage or refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and community activities, but does not include recovered materials; solid or dissolved materials in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. 1342; or source, special nuclear, or by-product material as defined by the Federal Atomic Energy Act of 1954, as amended.

26. Solid Waste Disposal and Landfill Capacity Reports - Reports required by DNR Rule 391-3-4-.17 to be filed with the Director of DNR by holders of municipal solid waste disposal and landfill permits showing quarterly amount disposed and remaining landfill capacity.

27. Solid Waste Handling - The storage, collection, transportation, treatment, utilization, processing, or disposal of solid waste, or any combination of such activities.

28. Solid Waste Handling Facility - Any facility, the primary purpose of which is the storage, collection, transportation, treatment, utilization, processing, or disposal, or any combination thereof, of solid waste.

29. Solid Waste Handling Permit - Written authorization granted to a person by the Director of the Georgia EPD to engage in solid waste handling.

30. Source Reduction - Actions taken to prevent the generation of waste in the first place.

31. State Plan - The State Solid Waste Management Plan prepared by the Georgia DCA and DNR, including any revisions or amendments thereto.

32. Waste Stream Analysis - An inventory and analysis of the solid waste stream, including amounts of waste being generated and/or disposed, the source of the waste (i.e. residential, commercial), and a characterization of the waste by composition (i.e. paper, food, yard trimmings). A waste stream analysis also includes a percentage accounting of the waste stream by source and by composition.

**A RESOLUTION AUTHORIZING THE TRANSMITTAL OF THE  
CITY OF JOHNS CREEK SOLID WASTE MANAGEMENT PLAN  
TO THE ATLANTA REGIONAL COMMISSION  
FOR REVIEW AND APPROVAL**

**WHEREAS**, the City of Johns Creek, Georgia, has prepared a Solid Waste Management Plan for the years 2008 – 2018; and

**WHEREAS**, the Solid Waste Management Plan was prepared in accordance with the Minimum Planning Standards and Procedures for Local Solid Waste Management Planning established by the Georgia Comprehensive Solid Waste Management Act; and

**WHEREAS**, two (2) public hearings on the planning process and draft plan were held at Johns Creek City Hall on June 2, 2008 and September 22, 2008.

**NOW THEREFORE, BE IT RESOLVED**, that the City of Johns Creek does hereby approve the submittal of the draft *City of Johns Creek Solid Waste Management Plan* to the Atlanta Regional Commission for review in accordance with Georgia's Minimum Planning Standards and Procedures for Local Solid Waste Management Planning.

So resolved this 22<sup>nd</sup> day of September, 2008.

Approved by:

\_\_\_\_\_  
Michael E. Bodker, Mayor

Attested:

\_\_\_\_\_  
Joan C. Jones, City Clerk



**PINE BLUFF LANDFILL**

13809 E. Cherokee Drive  
Ball Ground, GA 30107  
(770) 479-2936  
(770) 479-3265 Fax

Ken L. Hildebrandt, PE  
Director of Public Works  
City of Johns Creek  
12000 Findley Road, Suite 400  
Johns Creek, GA 30097-1412

Dear Mr. Hildebrandt:

This letter serves as a disposal capacity assurance for waste generated by the City of Johns Creek from 2008 to 2018. The Georgia EPD permit number for this facility is 028-039D(SL). This assurance is based upon the City of Johns Creek disposing of approximately 97,200 cubic yards of waste or approximately 83,333 tons of waste at this facility on an annual basis.

We thank the City of Johns Creek for this business partnership and look forward to providing environmentally sound waste disposal options for the foreseeable future.

Sincerely,  
Pine Bluff Landfill, Inc.

A handwritten signature in black ink, appearing to read 'Bogdan Mykhalus', is written over a horizontal line.

Bogdan Mykhalus  
District Manager

Cc: Jo Ann Birrell, Waste Management  
Marie Garrett via fax (770-442-3489)



**Eagle Point Landfill**  
8880 Old Federal Road  
Ball Ground, Ga. 30107

**City of Johns Creek**  
**Ken L. Hildebrandt, PE,**  
Director of Public Works  
12000 Findley Road, Suite 400  
Johns Creek, GA 30097-1412

Dear Mr. Hildebrandt,

This letter serves as a disposal capacity assurance for waste generated by the City of Johns Creek from **2008 to 2020**. The Georgia EPD permit number for this facility is **058-012D (MSWL)**. This assurance is based upon City of Johns Creek disposing of approximately 160,000 cubic yards of waste or approximately 85,000 tons of waste at this facility on an annual basis.

We thank the City of Johns Creek for this business partnership and look forward to providing environmentally sound waste disposal options for the foreseeable future.

Sincerely,

Charlie Gray  
Area President

Ken L. Hildebrandt, PE  
Director of Public Works  
12000 Findley Road, Suite 400  
Johns Creek, GA 30097-1412

To whom it may concern,

Sufficient transfer/disposal capacity, as applicable, exists at Richland Creek Landfill to accommodate City Of Johns Creek from January 1, 2009 to December 31, 2015.

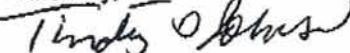
These assurances are based upon Allied Waste disposing of approximately 83,333 tons of MSW and Bulky Waste at this Facility on an annual basis; the remaining transfer/disposal capacity at Richland Creek Landfill; and the amount of MSW and Bulky Waste otherwise received at Richland Creek Landfill.

Appropriate arrangements are in place such that Richland Creek Landfill will reserve a portion of its capacity on behalf of City Of Johns Creek over the remaining life of Richland Creek Landfill.

The Georgia EPD permit number for this Facility is 067-032D(SL). The current remaining permitted capacity of Richland Creek Landfill is 11,721,766 cubic yards.

**BFI Waste Systems Of Georgia, LLC DBA, Richland Creek Landfill** understands that this assurance does not obligate any person to use Richland Creek Landfill.

Sincerely,



Timothy D. Johnson  
General Manager  
770-271-3575



**AN ORDINANCE ESTABLISHING SOLID WASTE COLLECTION SERVICES WITHIN THE CITY OF JOHNS CREEK; PROVIDING FOR THE SCOPE AND NATURE OF THE OPERATION; PROVIDING FOR THE DISPOSAL OF GARBAGE, SOLID WASTE AND REFUSE; PROVIDING PROCEDURES FOR THE HANDLING OF COMPLAINTS; PROVIDING FOR AN INFRASTRUCTURE MAINTENANCE FEE; REQUIRING INDEMNITY INSURANCE; PROVIDING FOR REVOCATION AND AMENDMENT; PROHIBITING ASSIGNMENT AND SUBLETTING OF THE CONTRACT WITHOUT CONSENT; PROVIDING FOR FORFEITURE; AND MAKING OTHER PROVISIONS**

**WHEREAS:** Several companies ("Company") currently operate solid waste services within the corporate city limits pursuant to their contracts with their customers; and

**WHEREAS:** The City of Johns Creek ("City") seeks to provide standards of operation, regulation, and oversight in the providing of solid waste services within the corporate city limits; and

**WHEREAS:** It is in the interest of the City and its citizens to offer companies currently providing such services a non-exclusive contract on such terms and conditions as will provide the City with the controls and options necessary to provide for the public good.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF JOHNS CREEK HEREBY ORDAINS:**

**Section 1. Definitions.**

- 1.0 For the purpose of this ordinance, whenever inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. Words not defined in this Section 1 or otherwise in this ordinance shall be given their common and ordinary meaning.
- 1.1 The following words, terms, phrases and their derivations shall, in this ordinance, have the meaning given in this section.
  - 1.1.1 "City Clerk" shall mean the City Clerk or City Secretary of the City.
  - 1.1.2 "City Council" or "Council" shall mean the governing body of the City.
  - 1.1.3 "City Manager" shall mean the City Manager or his/her authorized designee.

- 1.1.4 "Customer" shall mean any firm, person, entity, corporation or organization that contracts with the Company for the collection of Residential and/or Commercial Refuse and Waste, whether such service is used by said firm, person, entity, corporation, organization or others
- 1.1.5 "Residential and Commercial Refuse and Waste" shall mean any refuse, rubbish, garbage or waste material that is not Hazardous waste and all Commercial and Residential Refuse. Residential and Commercial Refuse and Waste shall include materials designated for recycling and yard/landscape waste- and all construction and demolition waste,
- 1.1.6 "Effective Date" shall be immediately upon adoption.
- 1.1.7 "EPD" shall mean the Environmental Protection Division of the State of Georgia's National Resource Department
- 1.1.8 "Gross Receipts" shall mean the total amount collected by the Company from any and all Customers for services rendered under authority of this Ordinance.
- 1.1.9 "Hazardous Waste" shall mean waste in any amount which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste in any amount which is regulated under Federal or State law. For purposes of this agreement, the term hazardous waste shall also include motor oil, gasoline, paint, paint cans, and solvents.
- 1.1.10 "Non-Exclusive Contract" shall mean this Ordinance, and all the rights and obligations established herein.
- 1.1.11 "Residential Refuse" shall mean all household and domestic garbage, trash and rubbish and used materials resulting from inhabiting a residential unit; or construction or remodeling work generated by a person or persons dwelling in a Residential Unit.
- 1.1.12 "Residential Unit" shall mean a dwelling unit designed for, or, in the normal course of use, occupied by a person or a family, e.g. a single family house, duplex apartment unit or triplex apartment unit, that is situated in a building having less than four (4) such separate residential units. For the purpose of this Contract, a "Residential Unit" shall not include any mobile home park, apartment building, condominium, nursing home, or similar residential, convalescent or multi-family dwelling, whether of single or multi-level construction, consisting of four (4) or more dwelling units.
- 1.1.13 "Street" or "Alley" shall mean all publicly dedicated or maintained streets, alleys, easements and rights-of-way, a portion of which is open to use by the public of vehicular travel.

- 1.1.14 "Commercial Refuse" shall mean any garbage, trash, rubbish and used materials resulting from the operation of a business, company, corporation, or other commercial entity within a structure zoned for such business; or construction or remodeling work generated by a person or persons associated with preparing a structure for such use.
- 1.1.15 "Company" whether used in the singular or plural tense, shall mean any entity organized to provide collection and disposal of all putrescible and non putrescible solid, semi-solid, and liquid wastes within the City of Johns Creek, whether on a one-time contract basis or a recurring basis.
- 1.1.16 "City" means the City of Johns Creek, Georgia, an incorporated municipal government in Fulton County, State of Georgia. Boundaries defining the City limits may be changed via annexation ordinances approved by the City Council for which any new boundary created shall be subject to this contract.

## **Section 2. Grant of Non-Exclusive Contract.**

The City shall hereby grant to Companies a non-exclusive contract pursuant to the terms set forth herein to use the public streets, alleys, roads and thoroughfares within the City for the purpose of operating and engaging in the business of collecting and disposing of Residential and Commercial Refuse and Waste; including, but not limited to, contracting with Customers and providing service pursuant to contract therefore, placing and servicing containers, operating trucks, vehicles and trailers, and such other operations and activity as are customary and/or incidental to such business and service.

## **Section 3. Term.**

The term of any agreement shall be for a period of one (1) year beginning on the effective date of the Contract execution and terminating on the first anniversary of said date. The Company shall begin performance under this contract immediately after the effective date of the Contract execution.

## **Section 4. Scope and Nature of Operation.**

- 4.1 *Residential and Commercial Refuse and Waste.* The Company may collect and deliver for disposal all Residential and Commercial Refuse and Waste accumulated within the corporate limits of the City by the Company's Customers and the words "refuse", "garbage", "trash" and "waste" when used in this Ordinance are used for convenience and, unless the context shows otherwise, refer to and are limited to Residential and Commercial Refuse and Waste. The Company will furnish the personnel and equipment to collect refuse, provide the services described herein, and as contracted for with its Customers, in an efficient and businesslike manner.
- 4.2 *Service Provided.* Company shall provide container, bin and other collection service for the collection of Residential and Commercial Refuse and Waste according to the individual Customer agreements and applicable City regulations and shall make provision for the special collection of such refuse and waste upon request. The Company shall cause or require its equipment, containers and bins to be kept and maintained in a manner to not cause or create a threat to the public health and shall keep the same in a good state of repair.
- 4.3 *Collection Operation.* (a) Save and except as provided in this Section, collection shall not start before 7:00 AM or continue after 7:00 PM at any location; provided that collections: (i) made in a manner that does not cause or result in loud noise; (ii) that are made at a



location which will not cause the disturbance of persons occupying the premise or neighboring property; or (iii) that may be made at any time except to perform emergency work required to safeguard the immediate health, safety and welfare of the public. If the City receives complaints from customers, hours of operation will be subject to a mutually agreeable solution between the Company and the City. Other exceptions to collection hours shall be effected only upon the mutual agreement of the Customer and only when such exception will not result in the disturbance of occupants of the property served or of neighboring properties, or when the Company reasonably determines an exception necessary due to unusual circumstances. Subject to the ordinances and regulations adopted by the Council, the frequency of collection shall be determined by each individual customer agreement.

4. 4 *Holidays.* The Company shall observe such holidays as it, in its sole discretion, determines appropriate.

#### **Section 5. Vehicles to be Covered and Identified.**

All vehicles used by Company for the collection and transportation of refuse shall be covered at all times while loaded and in transit to prevent the blowing or scattering of refuse onto the public streets or properties adjacent thereto, and such vehicles shall be clearly marked with the Company's name in letters not less than two (2) inches in height.

#### **Section 6. Regulation of Containers.**

The Company may rent or lease containers to any customer within the corporate limits of the City for refuse storage and collection purposes subject to the following requirements:

- 6.1 All containers shall be constructed and maintained according to good industry practice;
- 6.2 All containers shall be equipped with stable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents;
- 6.3 All containers, save and except those being used for the purpose of collecting and storing rubble, building and scrap construction materials, shall be equipped with covers suitable to prevent blowing or scattering refuse and access to the container by animals while the container is at the site designated by Customer;
- 6.4 All containers shall be periodically cleaned, maintained, serviced and kept in a reasonably good state of repair, to prevent the unreasonable accumulation of refuse residues, to avoid excessive odor and harborage for rodents and flies resulting from excessive residues remaining after collection of containers; and
- 6.5 All containers shall be clearly marked with the Company's name and telephone number in letters not less than two (2) inches in height.-
- 6.6 All containers shall not be on public rights of way and shall be located so as to not interfere, block, obstruct or impede the normal use of any sidewalk, street, alley driveway or fire lane, or to block, obstruct or impede sight distance at street, road or alley intersections.

#### **Section 7. Disposal of Refuse.**

The Company will deliver all Residential and Commercial Refuse and Waste collected by it from its customers within the City, except for materials which the Company may select for recovery and

recycling, to a disposal facility that is permitted by the EPD to accept such refuse and waste. Rules and regulations governing hours of operation and disposal practices at the disposal facility will be observed and followed by the Company while engaged in the disposal of refuse pursuant to this Ordinance.

## **Section 8. Fees and Reporting.**

- 8.1 *Contract Processing and Management Fee.* The City may establish a fee to cover the costs associated with administering and monitoring the activities of Companies providing services pursuant to this Ordinance or any resulting Contract. Any such fee shall be paid by each company in conjunction with the submission of a Request for Contract, as provided in Section 19.
- 8.2 *Other Fees.* There shall be no other special fees assessed by the City specifically for the right to provide services pursuant to this Ordinance or a resulting Contract. However, this provision does not preclude the requirement that the Company comply with the City's general taxes, fees, and charges.
- 8.3 *Reporting.* Any Company providing service pursuant to this Ordinance or a resulting Contract shall from time to time provide the City with the necessary statistics regarding waste collected and disposed which shall allow the City to comply with State reporting requirements.

## **Section 9. Compliance with Law.**

The Company shall conduct under this Ordinance in compliance with the material provisions of all applicable local, state and federal laws, rules and regulations, and with the general specifications contained in this Ordinance.

## **Section 10. Insurance Provided by Company.**

- 10.1 *Minimum Coverage Requirements.* The Company shall maintain throughout the term of its Contract, property damage coverage, general liability insurance, and automobile liability insurance for any vehicles owned or operated by Company, with an insurance company authorized and licensed to do business in the State of Georgia and acceptable to the City, insuring against claims for liability and damages for the benefit of the City. The insurance shall include the City as an additional insured. Property damage coverage insurance under this section shall be a minimum of Five Hundred Thousand and No/100 Dollars (\$500,000). Automobile liability insurance under this section shall, at a minimum, have limits of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000) for bodily injury for each person, and Five Hundred Thousand and No/100 Dollars (\$500,000) for each occurrence, and property damage of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000) for each occurrence and general liability insurance under this section shall be a minimum of Five Hundred Thousand and No/100 Dollars (\$500,000) for the protection of the public in connection with:
  - 10.1.1 *Property Damage.* Liability to persons or damages to property, in any way arising out of or through the acts or omissions of Company, its servants, agents or employees or to which Company's negligence shall in any way contribute;
  - 10.1.2 *Miscellaneous.* Arising out of any claim or invasion of the right of privacy, for defamation of any person, firm or corporation, or the violation or infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, firm or corporation;

- 10.1.3 *Contractors.* Arising out of Company's operations and relationships with any independent contractor or subcontractor.
- 10.2 *Employer's Liability.* If the Company is required by Georgia Statute, the Company shall maintain throughout the term of the Contract resulting from this Ordinance the requisite statutory workers' compensation insurance, and a minimum of One Hundred Thousand and No/100 Dollars (\$100,000) employer's liability insurance.
- 10.3 *Certificate of Insurance.* The insurance policy, or policies, obtained by the Company in compliance with this section shall be approved by the City Manager in the City Manager's reasonable discretion, and the certificate of insurance for the insurance policy shall be filed and maintained with the City during the term of the Contract resulting from this Ordinance with a copy of the endorsement required under Section 10.4 to be attached or made a part of such certificate.
- 10.4 *Endorsements.* All insurance policies maintained pursuant to this Ordinance shall contain the following conditions by endorsement:
- 10.4.1 *Additional Insured.* The City shall be an additional insured and the term "owner" and "City" shall include all authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of the City and the individual members, officers, employees and agents thereof in their official capacities and/or while acting on behalf of the City.
- 10.4.2 *Other Insurance Clause.* The policy clause "Other Insurance" shall not apply to the City when the City is an insured on the policy;
- 10.4.3 *No Recourse.* Companies issuing the insurance policies shall not recourse against the City for payment of any premium or assessment.
- 10.5 *Increase Requirements.* The City may chose to amend this Ordinance to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent based upon changes in statutory law, court decisions, or the claims history of the industry.

## **Section 11. Indemnification and Hold Harmless.**

The Company agrees to indemnify, defend and save harmless the City, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the Company, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by City of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "Asserted Claim") that may result in losses for which indemnification may be sought hereunder, the City shall give written notice thereof (the "Claims Notice") to the Company provided, however, that a failure to give such notice shall not prejudice the City's right to indemnification hereunder except to the extent that the Company is actually and materially prejudiced thereby. The Claims Notice shall describe the Asserted Claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the City when such information is available. The Company may elect to compromise or defend, at its own expense and by its own counsel, any Asserted Claim. If the



Company elects to compromise or defend such Asserted Claim, it shall, within twenty (20) business days following its receipt of the Claims Notice (or sooner, if the nature of the Asserted Claim so required) notify the City of its intent to do so, and the City shall cooperate, at the expense of the Company, in the compromise of, or defense against, such Asserted Claim. If the Company elects not to compromise or defend the Asserted Claim, fails to notify the City of its election as herein provided or contests its obligation to provide indemnification under this Agreement, the City may pay, compromise or defend such Asserted Claim with all reasonable costs and expenses borne by the Company. Notwithstanding the foregoing, neither the Company nor the City may settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the City and the Company may participate at their own expense, in the defense of such Asserted Claim: If the Company chooses to defend any Asserted Claim, the City shall make available to the Company any books, records or other documents within its control that are necessary or appropriate for such defense.

## **Section 12. Forfeiture and Terminating of Contract.**

- 12.1 *Material Breach.* In addition to all other rights and powers retained by the City under this Ordinance or otherwise, the City reserves the right to declare any resulting Contract from this Ordinance forfeited and to terminate the Contract and all rights and privileges of the Company hereunder in the event of a material breach of the terms and conditions hereof. A material breach by Company shall include, but shall not be limited to, the following:
  - 12.1.1 *Fees.* Failure to pay the fees set out in Section 8;
  - 12.1.2 *Telephone Listings.* Failure to keep and maintain a telephone listing and office or answering service that is available by phone without long distance charge during regular business hours for service to the public, and which telephone or office shall, at minimum, provide and maintain the following services:
    - (a) Coordinate and provide information concerning deposits, payments and accounts to Customers and prospective Customers;
    - (b) Respond to Customer and prospective Customer questions and issues about billings, accounts, deposits and services;
    - (c) Coordination with the City with respect to private sector and public works projects and issues related to or affecting the Company's operation; and
    - (d) Immediate response, upon request, to police, fire and other emergency situations in which the public health and safety requires action with respect to or assistance regarding Company's property.
  - 12.1.3 *Failure to Provide Service.* Failure to materially provide the services provided for in this Ordinance;
  - 12.1.4 *Misrepresentation.* Material misrepresentation of fact in the application for or negotiation of any contract resulting from this Ordinance; or
  - 12.1.5 *Conviction.* Conviction of any director, officer, employee, or agent of the Company of the offense of bribery or fraud connected with or resulting from the award of a contract from this Ordinance.
- 12.2 *Operation Information.* Material misrepresentation of fact knowingly made to the City with respect to or regarding Company's operations, management, revenues, services or reports required pursuant to this Ordinance.

- 12.3 *Economic Hardship.* Company shall not be excused by mere economic hardship or by misfeasance or malfeasance of its directors, officers or employees.
- 12.4 *Forfeiture and Proceedings.* Any unwarranted and intentional neglect, failure or refusal of the Company to comply with any material provision of this Ordinance or resulting Contract within thirty (30) days after written notice from City setting forth the specific provision and noncompliance, said notice to be mailed to Company at its principal place of business by certified mail, return receipt requested, shall be deemed a breach of this Ordinance, and the City Council, upon notice to Company and hearing, may, for good cause declare a Contract forfeited and exclude Company from further use of the streets of the City under this Ordinance, and the Company shall thereupon surrender all rights in and under this Ordinance and Contract.
- 12.4.1 *Proceedings.* In order for the City to declare forfeiture pursuant to Sections 12.1, 12.4, or 12.4.3, the City shall make a written demand that the Company comply with any such provision, rule, order, or determination under or pursuant to this Ordinance. If such violation by the Company continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the Council may take under consideration the issue of termination of the resulting Contract from this Ordinance. The City shall cause to be served upon Company, at least twenty (20) days prior to the date of such a Council meeting, a written notice of intent to request such termination and the time and place of the meeting. Notice shall be given of the meeting and issue which the Council is to consider.
- 12.4.2 *Hearing.* The Council shall hear and consider the issue, hear any person interested therein, and shall determine whether or not any violation by the Company has occurred.
- 12.4.3 *Forfeiture.* If the Council shall determine that the violation by the Company was the fault of Company and within its control, the Council may declare the contract forfeited and terminated, or the Council may grant to Company a period of time for compliance.

### **Section 13. Transfer, Sale or Conveyance by Company.**

The Company shall not transfer, assign, sell or convey any rights granted under any resulting Contract from this Ordinance without the prior approval of the Council expressed by ordinance; provided that this section shall not apply to vehicles, replacements, maintenance, upgrades or modifications of equipment, machinery, containers and buildings by Company for the purpose of maintaining and continuing its operation within the City; and provided further that Company may, in its sole discretion and upon written notice to the City, transfer, assign, sell or convey this Ordinance to a wholly owned subsidiary of the Company or to an affiliated entity that is under common control with Company (i.e. has a common parent entity).

### **Section 14. Foreclosure.**

Upon the foreclosure or other judicial sale of all or a substantial part of the assets and property of the Company used for and dedicated to providing service pursuant to this Ordinance, the Company shall notify the City of such fact, and such notification shall be treated as a notification that a change in control of the Company has taken place and the provisions of this Ordinance governing the consent of the Council to such change in control of the Company shall apply. Upon the foreclosure or judicial sale, or the leasing of all or a substantial part of the property and assets of the Company dedicated to and used for

the purposes of providing service pursuant to this Ordinance, without the prior approval of the Council, the Council may, upon hearing and notice, terminate any Contract resulting from this Ordinance.

#### **Section 15. Receivership and Bankruptcy.**

15.1 *Cancellation Option.* The Council shall have the right to cancel any Contract resulting from this Ordinance one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy, other action or preceding, whether voluntary or involuntary, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, unless:

15.1.1 *Trustee Compliance.* Within one hundred twenty (120) days after his election or appointment, such receiver trustee shall have fully complied with all the provisions of this Ordinance and remedied all defaults thereunder; or

15.1.2 *Trustee Agreement.* Such receiver or trustee, within one hundred twenty (120) days, shall have executed an agreement, duly approved by the court having jurisdiction, whereby the receiver or trustee assumes and agrees to be bound by each and every provision of this Ordinance granted to the Company.

#### **Section 16. Retention of City Police Powers.**

The City retains and reserves all of its police powers and the rights, privileges, and immunities that it now has under the law to regulate, patrol and police the streets and public ways within the City, and the granting of any Contract as a result of this Ordinance shall in no way interfere with the improvements to, or maintenance of, any street, alley or public way, and the rights of the City to use said streets, alleys and public ways.

#### **Section 17. Amendments of City Ordinances and Regulations.**

The City reserves the right and power, pursuant to its police power, after due notice to Company, to modify, amend, alter, change or eliminate any rules, regulations, fees, charges and rates of the City, and to impose such additional conditions, that are not inconsistent with the rights granted by this Ordinance, upon the Company and all persons, firms or entities of the same class as the Company, as may be reasonably necessary in the discretion of the City Council to preserve and protect the public, health, safety and welfare and/or insure adequate service to the public.

#### **Section 18. Taxes.**

The Company shall promptly pay all lawful ad valorem taxes, levies and assessments, if any, that are imposed upon the Company. Absent an administrative or judicial challenge, or appeal, the failure to pay any such tax, levy or assessment shall be a breach of this Ordinance.

#### **Section 19. Acceptance by Company.**

Within thirty (30) days after the passage of this Ordinance, or within thirty (30) days of establishing a business within the corporate City limits, all Companies operating a Residential or Commercial Refuse Waste service shall file with the City its acceptance of the terms and provisions of this Ordinance, and request for Contract. The acceptance and request for Contract shall be in writing on the Company's letterhead and provide as follows:

City of Johns Creek  
Attention: City Manager

9810-A Medlock Bridge Road, Suite 104  
Johns Creek, GA 30097-2056

\_\_\_\_\_(the "Company"), acting by and through an officer who is acting within its official capacity and authority, hereby accepts this Ordinance to operate a refuse and solid waste collection and disposal system within the City as said Ordinance is set forth and provided herewith. The Company agrees to be bound and governed by each term, provision and condition of the Ordinance, to accept and to give the benefits provided by the Ordinance, and to perform each service and duty set forth and provided for in the Ordinance in a businesslike and reasonable manner and in compliance with the Ordinance.

Company: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Section 20. Public Necessity.**

The Council hereby finds and declares that the public welfare, convenience and necessity require the service which is to be furnished by the Company.

**Section 21. Solvability.**

If any section, paragraph, subdivision, clause, part or provision hereof shall be adjudged invalid or unconstitutional the same shall not affect the validity hereof as a whole or any part or provision other than the part or parts held invalid or unconstitutional.

**Section 22. Captions and Headings.**

The use of captions or headings for the various sections of this Ordinance are for convenience of parties only and do not reflect the intent of the parties. The rule of interpretation to solve ambiguities in a contract against the party drafting such contract shall not apply to this Ordinance.

**Section 23. No Suspension of Laws.**

All provisions of the ordinances of the City as now existing or as may be amended from time to time, and all provisions of the statutes of the State of Georgia applicable to general law cities shall be a part of any resulting contract from this Ordinance as fully as if the same had been expressly stated herein, and said the City retains and may exercise all of the governmental and police powers and all other rights and powers not directly inconsistent with the terms, conditions and provisions of this Ordinance.

**Section 24. Peaceful Employment.**

From and after the effective date of this ordinance, the City and the Company shall be and are hereby authorized and entitled to act in reliance upon the terms, conditions and provisions of this Ordinance and any resulting Contract and, subject thereto, the Company shall collect rates for service, operate and conduct its business and work within the City, and enjoy the benefits and privileges of this Ordinance during the term hereof.

**Section 25. Open Meetings.**

It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public, and public notice of the time, place, and purpose of said meeting was given, as required by the Open Meetings Act, Georgia Government Code.

**Section 26. Endorsements and Records.**

The City Clerk is directed to make endorsements as appropriate over his/her official hand and the seal of the City on the form provided at the conclusion of this Ordinance, for the public record and convenience of the citizens, of the date upon which this Ordinance is finally passed and adopted.

**THIS ORDINANCE WAS PASSED AND APPROVED** on this the 14<sup>th</sup> of November, 2006.

Approved:

\_\_\_\_\_  
Michael E. Bodker, Mayor

Attest:

\_\_\_\_\_,  
Joan C. Jones, Acting City Clerk  
(Seal)

Approved as to Form and Content:

\_\_\_\_\_  
City Attorney



**AN ORDINANCE TO ADOPT AND APPROVE CHAPTER 14, ARTICLE 9, LITTER CONTROL, PROVIDING INCLUSION AND IDENTIFICATION IN THE CODE OF ORDINANCES FOR THE CITY OF JOHNS CREEK, GEORGIA AND AN ORDINANCE AMENDING CHAPTER 17, PUBLIC WORKS, OF THE CODE OF ORDINANCES OF THE CITY OF JOHNS CREEK GEORGIA BY DELETING SECTION 5, LITTERING PROHIBITED, AND REPLACING WITH SECTION 5, ILLEGAL DISPOSAL OF WASTE, AND ADDING A NEW SECTION 6, CONSTRUCTION SITE WASTE**

- WHEREAS,** the Mayor and Council are the governing authority of the City of Johns Creek; and
- WHEREAS,** the Mayor and Council are charged with the protection of the health, safety, and welfare of the citizens of Johns Creek; and
- WHEREAS,** the Ordinance relating to Chapter 14, Article 9 Litter Control Ordinance is hereby adopted and approved; and is attached hereto as if fully set forth herein; and
- WHEREAS,** this Ordinance shall be designated as Chapter 14, Article 9 of the Code of Ordinances of the City of Johns Creek, Georgia; and
- WHEREAS,** the City of Johns Creek has heretofore adopted an Ordinance relating to Chapter 17, Public Works; and
- WHEREAS,** the Mayor and City Council have determined that it is appropriate to amend Chapter 17 of the Code of Ordinances of the City of Johns Creek by replacing Section 5, Littering Prohibited, with Section 5, Illegal Disposal of Waste, and adding Section 6, Construction Site Waste; and
- WHEREAS,** Chapter 17, Public Works, as amended, is attached hereto as if fully set forth herein; and
- WHEREAS,** these Ordinances shall become effective upon adoption.

**NOW THEREFORE,** the Council of the City of Johns Creek hereby ordains the Code of the City of Johns Creek is hereby amended by the creation of a new article to an existing chapter referred to as Chapter 14, Article 9: Litter Control, and a revision to an existing Chapter 17: Public Works which shall read as follows:

## **Chapter 14, Article 9: Litter Control**

### ***Section 1: Purpose and Intent***

The purpose of this ordinance is to protect the public health, safety, environment, and general welfare through the regulation and prevention of litter. The objectives of this ordinance are:

- (1) Provide for uniform prohibition throughout the City of Johns Creek of any and all littering on public or private property; and,
- (2) Prevent the desecration of the beauty and quality of life of the City of Johns Creek and prevent harm to the public health, safety, environment, and general welfare, including the degradation of water and aquatic resources caused by litter.

### ***Section 2: Applicability***

This ordinance shall apply to all public and private property within the City of Johns Creek.

### ***Section 3: Compatibility with Other Regulations***

This ordinance is not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law. The requirements of this ordinance should be considered minimum requirements, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

### ***Section 4: Severability***

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this ordinance.

### ***Section 5: Definitions***

**“Litter”** means any organic or inorganic waste material, rubbish, refuse, garbage, trash, hulls, peelings, debris, grass, weeds, ashes, sand, gravel, slag, brickbats, metal, plastic, and glass containers, broken glass, dead animals or intentionally or unintentionally discarded materials of every kind and description which are not "waste" as such term is defined in O.C.G.A., §16-7-51, paragraph 6.

**“Public or private property”** means the right of way of any road or highway; any body of water or watercourse or the shores or beaches thereof; any park, playground, building, refuge, or conservation or recreation area; timberlands or forests; and residential, commercial, industrial, or farm properties.

### ***Section 6: Prohibition Against Littering Public or Private Property or Waters***

It shall be unlawful for any person or persons to dump, deposit, throw or leave or to cause or permit the dumping, depositing, placing, throwing or leaving of litter on any public or private property in this City of Johns Creek or any waters in this City of Johns Creek unless:

- (1) The property is designated by the State or by any of its agencies or political subdivisions for the disposal of such litter, and such person is authorized by the proper public authority to use such property;
- (2) The litter is placed into a receptacle or container installed on such property; or,
- (3) The person is the owner or tenant in lawful possession of such property, or has first obtained consent of the owner or tenant in lawful possession, or unless the act is done under the personal direction of the owner or tenant, all in a manner consistent with the public welfare.

### ***Section 7: Vehicle Loads Causing Litter***

No person shall operate any motor vehicle with a load on or in such vehicle unless the load on or in such vehicle is adequately secured to prevent the dropping or shifting of materials from such load onto the roadway. (Reference O.C.G.A. § 40-6-254.)

### ***Section 8: Violations***

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this ordinance. Any person who has violated or continues to violate the provisions of this ordinance, may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise sentenced in a manner provided by law.

### ***Section 9: Evidence***

- (1) Whenever litter is thrown, deposited, dropped or dumped from any motor vehicle, boat, airplane, or other conveyance in violation of this ordinance, it shall be prima facie evidence that the operator of the conveyance has violated this ordinance.
- (2) Except as provided in subsection (1), whenever any litter which is dumped, deposited, thrown or left on public or private property in violation of this ordinance is discovered to contain any article or articles, including but not

limited to letters, bills, publications or other writing which display the name of the person thereon in such a manner as to indicate that the article belongs or belonged to such person, it shall be a rebuttable presumption that such person has violated this ordinance.

### ***Section 10: Penalties***

Any person who violates this ordinance shall be guilty of a violation and, upon conviction thereof, shall be punished as follows:

- (1) By a fine of not less than \$200 and not more than \$1,000; and
- (2) In addition to the fine set out in subsection 1 above, the violator shall reimburse the City of Johns Creek for the reasonable cost of removing the litter when the litter is or is ordered removed by the City of Johns Creek; and
- (3)
  - (A) In the sound discretion of the court, the person may be directed to pick up and remove from any public street or highway or public right of way for a distance not to exceed one mile any litter he has deposited and any and all litter deposited thereon by anyone else prior to the date of execution of sentence; or
  - (B) In the sound discretion of the court, the person may be directed to pick up and remove any and all litter from any public property, private right of way, or with prior permission of the legal owner or tenant in lawful possession of such property, any private property upon which it can be established by competent evidence that he has deposited litter. Pick up and removal shall include any and all litter deposited thereon by anyone prior to the date of execution of sentence; and,
- (4) The court may publish the names of persons convicted of violating this ordinance.

### ***Section 11: Enforcement***

Johns Creek Code Enforcement Officers and the Johns Creek Police Department are hereby authorized, empowered and directed to enforce compliance with this article; however, nothing stated herein shall prohibit other law enforcement agencies, officers or officials of this state from enforcing similar laws or regulations within their jurisdiction.

## Chapter 17: Public Works

**Section 1 of Amendment.** Chapter 17 of the Code of Ordinances of the City of Johns Creek, Georgia is hereby Amended by replacing Section 5, Littering Prohibited, with Section 5, Illegal Disposal of waste, as follows:

### *Section 5: Illegal Disposal of Waste.*

- (a) *Public Property.* It shall be unlawful for any person, firm or corporation, in person or by his agent, employee, or servant, to cast, throw, sweep, sift, or deposit any kind of leaves, dirt, rubbish, waste article, thing, or substance whatsoever, whether liquid or solid anywhere within the jurisdiction of the City in such manner that it may be carried or deposited in whole or in part, by the action of the sun, wind, rain, or snow, into or upon any public way or other public place in the City or the river, creek, branch, public water, drain, sewer, or receiving basin within the jurisdiction of the City; provided, that this section shall not apply to the deposit of material under a permit authorized by any ordinance of the City; or to goods, wares, or merchandise deposited upon any public way or other public place temporarily, in the necessary course of trade, and removed there from within 2 hours after being so deposited; or to articles or things deposited in or conducted into the City sewer system through lawful drains in accordance with the ordinances of the City relating thereto.
- (b) *Private Property.* The acts described in Section (5)(a)(i) of this Article shall also apply to acts committed to or against private property without the consent of the owner.
- (b) All business firms dispensing their product in cups, plates, wrappers, sacks, and other similar forms of containers shall provide adequate metal or plastic containers upon the premises for collection of refuse. It shall be the express responsibility of all such business firms to collect all cups, plates, wrappers, sacks, and other similar forms of containers dispensed by said business that may discarded upon the premises or neighboring street and sidewalks. It further shall be the responsibility of said business to collect the aforementioned items from the premises of the neighboring property when the owners of the property specifically request and authorize the business personnel to enter upon their property for that purpose.
- (c) Any person who shall violate any of the provisions of, or who fails to perform any duty imposed by this section or who violates any order or determination of the department promulgated pursuant to this Article shall be punished as directed by law, and in addition thereto, may be enjoined from continuing the violation. Each day a violation occurs shall constitute a separate offense. Any willful and wanton violation of this subsection resulting in the unlawful littering of the streets, sidewalks, and neighboring property shall be deemed a nuisance and on conviction thereof by the Municipal Court of Johns Creek,



the Mayor and Council may after notice and a hearing revoke the business license of the violator.

**Section 2 of Amendment.** Chapter 17 of the Code of Ordinances of the City of Johns Creek, Georgia is further hereby Amended by adding Section 6, Construction Site Waste, as follows:

*Section 6: Control of Construction Site Wastes*

Construction site operators must control and properly discard of wastes such as discarded building materials, concrete truck washout, chemicals, and sanitary wastes that may cause adverse water quality impacts at the construction site.

**Section 3 of Amendment.** This Amendment shall become effective immediately upon its adoption by the Council of the City of Johns Creek, and incorporated into the Code of the City of Johns Creek, Georgia. This Amendment hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Approved:

\_\_\_\_\_  
Michael E. Bodker, Mayor

ATTEST:

Content:

Approved as to Form and

\_\_\_\_\_  
Joan Jones, City Clerk  
(Seal)

\_\_\_\_\_  
William F. Riley, City Attorney

## **Chapter 17: Public Works**

### **Article 1: Garbage and Solid Waste.**

#### ***Section 1: Definitions.***

This Article regulates the collection and disposal of waste and garbage, including, but not limited to all waste byproducts of manufacturing or commercial establishments, cinders and ashes from commercial boilers, and cardboard and wooden boxes, crates and barrels, as well domestic waste including meat, vegetable and fruit scraps, cans, bottles, paper, cardboard, rags, ashes, and other such waste material ordinarily disposed from residences, churches, schools, small business establishments, and other such places. Animals, fowl, and fish entrails, bones and carcasses whether in whole or in part, from business establishments such as slaughterhouses and meat and fish markets shall not constitute "garbage", but shall constitute "other waste." Waste also includes animal, fowl, and fish excrement, entrails, bones, carcasses in whole or in part and dead animals, and any other refuse material not otherwise classified herein.

#### ***Section 2: Right to Contract.***

The City is empowered to contract with one or several third parties to collect and dispose of all garbage, waste, commercial waste, and yard waste generated by the City. In addition, the City may sell franchise rights in garbage collection to third parties.

#### ***Section 3: Collection of Fees.***

- (a) The City may levy fees against residents specifically for the disposal and collection of waste generated in the City. Such funds shall go exclusively towards collecting and disposing of City waste.
- (b) The City Accountant shall prepare recommendations to the Council regarding fees to be charged for waste disposal. The City Accountant shall request proposals for the recycling of waste and make a subsequent recommendation to the Council regarding the feasibility and cost of a recycling program.
- (c) The City may levy different fees against commercial entities and residential property. The City may also levy different fees based on size or property, number of residents, or other factors recommended by the City Accountant.

#### ***Section 4: Medical Waste.***

Hospitals and health care professionals or other entities disposing of medical waste including, but not limited to any device used to puncture or lacerate skin, shall be disposed of in a manner consistent with federal and state regulations.

#### ***Section 5: Illegal Disposal of Waste.***

- (a) ***Public Property.*** It shall be unlawful for any person, firm or corporation, in person or by his agent, employee, or servant, to cast, throw, sweep, sift, or deposit any kind of leaves, dirt, rubbish, waste article, thing, or

substance whatsoever, whether liquid or solid anywhere within the jurisdiction of the City in such manner that it may be carried or deposited in whole or in part, by the action of the sun, wind, rain, or snow, into or upon any public way or other public place in the City or the river, creek, branch, public water, drain, sewer, or receiving basin within the jurisdiction of the City; provided, that this section shall not apply to the deposit of material under a permit authorized by any ordinance of the City; or to goods, wares, or merchandise deposited upon any public way or other public place temporarily, in the necessary course of trade, and removed there from within 2 hours after being so deposited; or to articles or things deposited in or conducted into the City sewer system through lawful drains in accordance with the ordinances of the City relating thereto.

- (b) *Private Property.* The acts described in Section (5)(a)(i) of this Article shall also apply to acts committed to or against private property without the consent of the owner.
- (b) All business firms dispensing their product in cups, plates, wrappers, sacks, and other similar forms of containers shall provide adequate metal or plastic containers upon the premises for collection of refuse. It shall be the express responsibility of all such business firms to collect all cups, plates, wrappers, sacks, and other similar forms of containers dispensed by said business that may be discarded upon the premises or neighboring street and sidewalks. It further shall be the responsibility of said business to collect the aforementioned items from the premises of the neighboring property when the owners of the property specifically request and authorize the business personnel to enter upon their property for that purpose.
- (c) Any person who shall violate any of the provisions of, or who fails to perform any duty imposed by this section or who violates any order or determination of the department promulgated pursuant to this Article shall be punished as directed by law, and in addition thereto, may be enjoined from continuing the violation. Each day a violation occurs shall constitute a separate offense. Any willful and wanton violation of this subsection resulting in the unlawful littering of the streets, sidewalks, and neighboring property shall be deemed a nuisance and on conviction thereof by the Municipal Court of Johns Creek, the Mayor and Council may after notice and a hearing revoke the business license of the violator.

#### *Section 6: Control of Construction Site Wastes*

Construction site operators must control and properly discard of wastes such as discarded building materials, concrete truck washout, chemicals, and sanitary wastes that may cause adverse water quality impacts at the construction site.

<b>Company Name</b>	<b>Materials</b>	<b>County</b>
<a href="#"><u>A &amp; A Recycling</u></a>	metals, ferrous metals, metal appliances, autos, non ferrous metals, aluminum cans, paper, newspaper, Cardboard, office paper, mixed paper, other paper, glass	Fulton
<a href="#"><u>Accucycle, Georgia's E-Waste Recycler</u></a>	computer equipment	Fulton
<a href="#"><u>Advantage Laser Products, Inc.</u></a>	toner cartridges, inkjet cartridges.	Fulton
<a href="#"><u>American Fiber Co. Services</u></a>	paper, newspaper, Cardboard, other paper, magazines, computer paper, office paper	Fulton
<a href="#"><u>American Recycling of Georgia</u></a>	mixed paper, magazines, newspaper, office paper, Cardboard, PET, HDPE, Film plastic, PS	Fulton
<a href="#"><u>AmeriSouth Recycling &amp; Consulting Inc.</u></a>	Paper, cardboard, PET, HDPE, LDPE, PP	Fulton
<a href="#"><u>Atlanta Computer Recycling and Liquidation</u></a>	computer equipment	Fulton
<a href="#"><u>Atlanta Computer Systems</u></a>	computer equipment	Fulton
<a href="#"><u>Atlanta Pallets &amp; Service</u></a>	wood pallets	Fulton
<a href="#"><u>Atlanta Recycling Solutions</u></a>	computer equipment	Fulton
<a href="#"><u>Bromley Pallet Recyclers</u></a>	wooden pallets	Fulton
<a href="#"><u>Bryant Textiles</u></a>	textiles	Fulton
<a href="#"><u>Cartridge World</u></a>	toner cartridges	Fulton
<a href="#"><u>Cartridge World Lindbergh</u></a>	ink jet printer cartridges, toner printer cartridges	Fulton
<a href="#"><u>Computer Recycling by Zentech</u></a>	computer equipment, televisions, cell phones	Fulton
<a href="#"><u>D&amp;D Mobile Shredding</u></a>	office paper, Cardboard, newsprint, magazines, mixed paper	Fulton
<a href="#"><u>Davis Recycling</u></a>	metals, non ferrous metals, aluminum cans, rubber, crumb rubber, lead batteries	Fulton
<a href="#"><u>Dixie Pulp &amp; Paper</u></a>	paper, newspspaer, Cardboard, mixed paper,	Fulton

	magazines, other paper, office paper	
<a href="#">Dreamsan, Inc.</a>	newspaper, PET, HDPE, aluminum cans, Cardboard, magazines, glass	Fulton
<a href="#">Enviro</a>	yard trimmings, wood, wood pallets, clearing debris, concrete, dirt	Fulton
<a href="#">F.P. International, Inc.</a>	polystyrene foam	Fulton
<a href="#">Georgia Mattress</a>	mattresses	Fulton
<a href="#">Georgia Recycling and Waste Control</a>	carpet and carpet padding	Fulton
<a href="#">Georgia Tire Recycling</a>	scrap tires	Fulton
<a href="#">Georgia-Pacific Corp.</a>	paper, newspaper, Cardboard, mixed paper, magazines, other paper, office paper, PET, HDPE, PS, PP, LDPE, film plastic	Fulton
<a href="#">JMG Services LLC</a>	computer equipment, cell phones, printers	Fulton
<a href="#">MDS Services LLC</a>	computer equipment	Fulton
<a href="#">Metro Alloys, Inc.</a>	ferrous metals, non-ferrous metals	Fulton
<a href="#">MicroSeconds</a>	computer equipment	Fulton
<a href="#">Nemo Plastics, Inc.</a>	HDPE, PP, PET, injection grade plastics, film plastics, aluminum, steel cans, OCC	Fulton
<a href="#">Newell Recycling of Atlanta, LLC</a>	metals, ferrous metals, metal appliances, autos, non ferrous metals, aluminum cans, Cardboard	Fulton
<a href="#">Nexis Paper</a>	paper, Cardboard, other paper, phonebooks, office paper	Fulton
<a href="#">Owens-Brockway, Inc.</a>	glass	Fulton
<a href="#">Perkins Auto Recycling</a>	autos	Fulton
<a href="#">Pirkle, Inc.</a>	metals, ferrous metals, metal appliances, non ferrous metals, aluminum cans	Fulton
<a href="#">Pratt Industries Recycling Division</a>	mixed paper, Cardboard, office paper, newspaper, telephone books, magazines, other paper, PET, HDPE, PP, LDPE, PVC, PS, film plastics, clear glass, brown glass, green glass, steel cans, aluminum cans	Fulton
<a href="#">Recall</a>	paper, other paper, office paper	Fulton
<a href="#">Recycled Materials, Inc.</a>	PET, HDPE, LDPE, PVC, PS, PP, film plastic	Fulton



<a href="#">Regional Recycling</a>	metals, ferrous metals, steel cans, metal appliances, autos, non ferrous metals, aluminum cans	Fulton
<a href="#">Ribbon Reload Recycling (3R)</a>	toner cartridge, printer ribbon, ink jets, copier and fax toner	Fulton
<a href="#">Sonoco Recycling</a>	cardboard, white ledger, mixed paper, ONP, Standard Office Paper, Hard White Shavings, Hard White Envelope, LPSBS, HPSBS, Unprinted SBS, ferrous metal, aluminum cans, PET, HDPE	Fulton
<a href="#">Star Iron &amp; Metal Co.</a>	metals, ferrous metals, metal appliances, non ferrous metals, aluminum cans	Fulton
<a href="#">Strategic Materials, Inc.</a>	Glass, All Glass Containers, Float & Window Scrap, IG units,	Fulton
<a href="#">United Plastic Recycling, Inc.</a>	PET Preforms, PVC Rigid, HDPE Crate Grade, TPO-Painted, PET-Post Consumer, BOPP, LDPE / LLDPE Film, PP, HDPE-FM, PS	

<b>Company Name</b>	<b>Materials</b>	<b>County</b>
<a href="#">5R Enterprises, LLC</a>	computer equipment, telecommunications gear, NiMH batteries, NiCd batteries, Li-ion batteries	Gwinnett
<a href="#">Atlantix Global Systems</a>	computer equipment	Gwinnett
<a href="#">Better Futures, Inc.</a>	inkjet cartridges, cell phones	Gwinnett
<a href="#">Blaze Recycling &amp; Metals, Inc.</a>	metals, steel cans, metal appliances, autos, non ferrous metals, aluminum cans	Gwinnett
<a href="#">Canvas Systems</a>	computer equipment	Gwinnett
<a href="#">City of Snellville</a>	Cardboard, Newspaper, mixed paper, glass, PET, HDPE, ferrous metal, non-ferrous metal, aluminum cans, carpet padding, car batteries	Gwinnett
<a href="#">CompuPoint USA</a>	computer equipment	Gwinnett
<a href="#">Dolco Packaging Corp.</a>	polystyrene foam, egg cartons	Gwinnett
<a href="#">Eco-Freeze Co.</a>	anti-freeze	Gwinnett
<a href="#">Ecofreeze Company</a>	antifreeze	Gwinnett
<a href="#">E-Recycle USA</a>	Computer equipment	Gwinnett

<a href="#">Evergreen Partnering Group</a>	PS-Food service #6 Polystyrene. No packing peanuts or PS packing material.	Gwinnett
<a href="#">JJS Developments LLC</a>	computer equipment	Gwinnett
<a href="#">Laser Cartridge Renewal</a>	laser toner cartridges, inkjet printer cartridges	Gwinnett
<a href="#">Market Velocity, Inc.</a>	computer equipment	Gwinnett
<a href="#">Newell Recycling of Atlanta, LLC</a>	All non-ferrous and ferrous metals	Gwinnett
<a href="#">PDG Computers</a>	computer equipment, printers	Gwinnett
<a href="#">Pifusion Development Group</a>	computer equipment	Gwinnett
<a href="#">Premiere Waste Services</a>	Construction and Demolition Debris	Gwinnett
<a href="#">Recycle America Alliance</a>	paper, newspaper, Cardboard, mixed paper, magazines, other paper, office paper.	Gwinnett
<a href="#">Rehrig-Pacific Company</a>	HDPE	Gwinnett
<a href="#">Safety-Kleen Norcross</a>	oil filters, motor oil, fluorescent lamps	Gwinnett
<a href="#">Southern Refurb, Inc.</a>	computer equipment, cell phones,	Gwinnett
<a href="#">SP Recycling Corp. Gwinnett</a>	metals, steel cans, aluminum cans, paper, newspaper, Cardboard, mixed paper, magazines, office paper, other paper, glass, PET, HDPE, LDPE, PP, phonebooks	Gwinnett
<a href="#">Tullis Metals</a>	ferrous metals, metal appliances, autos, non ferrous metals, aluminum cans	Gwinnett

Company Name	Materials	County
<a href="#">Polymer Sciences Inc.</a>	PET, HDPE, LDPE, PVC, PS, PP, film plastic	Forsyth